SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") is signed on ______, 2022, between the Homewood Science Center, 18022 Dixie Highway, Homewood, Illinois, (the "Sublessor") and the Girl Scouts of Greater Chicago and Northwest Indiana (the "Sublessee").

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree:

PROPERTY. This Sublease has for its subject the property at 18022 Dixie Highway, Homewood, Illinois. The sublease is for a private office on the first floor and an office on the second level, all as depicted in the attached Exhibit A and called the "Property."

Besides the office space, the Sublessee shall also be allowed use of additional facilities in the 18022 Dixie Highway building as listed in Exhibit B.

TERM. This Sublease shall commence on June 1, 2022, and end on May 31, 2023, (the "Term"). Upon the end of the Term, Sublessee shall vacate the Property unless the Sublessor and Sublessee formally extend this Sublease in writing or create and execute a new, written and signed Sublease.

RENT. The rent under this Sublease shall be \$1,500 per month for the months of June and July, and \$2,000 per month thereafter. Rent shall be payable on the first day of every Month. If Rent is not paid within ten (10) days of the due date, the Rent shall be considered past due and a late fee of \$75.00 shall be due for each month the rent is late.

UTILITIES. The Sublessor shall provide all utilities for the building, including the leased space.

SECURITY DEPOSIT. Upon execution of this Sublease, Sublessee shall deposit with Sublessor \$1,500.00 (the "Security Deposit") receipt of which is acknowledged by Sublessor, as security for any damage caused to the Property during the Term hereof.

Refunds. Upon termination of the tenancy, all funds held by the Sublessor as a Security Deposit may be applied to the payment of accrued rent and the number of damages that the Sublessor has suffered from the Sublessee's noncompliance with this Sublease or with any laws, ordinances, rules, and orders of any governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.

Deductions. The Sublessor may deduct reasonable charges from the Security Deposit for unpaid rent; late charges, if Sublessee is in default; unpaid utilities; replacing unreturned keys, garage door openers, or other devices; costs of cleaning and repairing the Property and its contents for which Sublessee is responsible; pet violations; removal of unauthorized locks or fixtures; removing abandoned or illegally parked vehicles; attorney fees and costs of court incurred in any proceeding against Sublessee. If deductions exceed the Security Deposit, Sublessee will pay Sublessor the excess amount within 30 days after Sublessor makes written demand. The Security Deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and utilities, then to any unpaid rent.

Return. Upon termination of the lease, the Sublessor shall return the Security Deposit to the Sublessee less the above deductions, if any.

USE OF PROPERTY. The Sublessee acknowledges that the Sublessor is a 501(c)(3) not for profit corporation and the property is exempt from property taxes under the Illinois Property Tax Code. The Sublessee represents that it is a 501(c)(3) not for profit corporation. The Sublessee shall only use the leased premises for uses that will not cause the property to lose its tax exempt status. If the Sublessee's use of the leased premises cause its portion of the premises to become subject to property tax, the Sublessee shall be responsible for payment of these taxes. Sublessee shall comply with any laws, ordinances, rules, and orders of any governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.

CONDITION. Sublessee agrees that Sublessee has examined the Property and that at the time of this Sublease it is in acceptable, safe, and clean condition.

ALTERATIONS AND IMPROVEMENTS. Sublessee shall make no alterations to the building or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Sublessor. Any alterations, changes, and/or improvements built, constructed, or placed on the Property by Sublessee shall, unless otherwise provided by written agreement between Landlord, Sublessor, and Sublessee, become the property of Sublessor and remain on the property at the expiration or earlier termination of this Sublease.

MASTER LEASE. The Sublessee acknowledges this Sublease is subject to the terms of the Lease Agreement between the Sublessor and the Village of Homewood (the "Landlord") dated <u>November 14, 2017</u> ("Master Lease"), a copy of the same attached and is made an integral part hereof. The Sublessee agrees to comply with and be bound by the rules provided therein whenever applicable.

LANDLORD'S CONSENT. The validity of this Sublease is subject to the Landlord's consent. Failure of the Sublessee to obtain the Landlord's consent shall render this Sublease void.

MAINTENANCE, REPAIR, AND RULES. Maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Sublessor, including but not limited to HVAC/air-conditioning units and plumbing fixtures. Sublessee shall keep the property clean and in good repair.

Comply with any rules or regulations covering the Property including but not limited to local ordinances, health or safety codes, and those set forth in the Master Lease, where applicable.

Sublessee shall dispose of any waste properly and shall not obstruct any structure intended for ingress, egress, passage or otherwise providing access to, from or through the property.

INDEMNIFICATION. Sublessor shall not be liable for any injury to the Sublessee, Sublessee's guests, employees, agents, or to any person entering the property leased by the Sublessee and Sublessee agrees to indemnify, defend, and hold Sublessor harmless from any claims or assertions of every kind and nature arising from Sublessee's use of the leased premises.

DEFAULT. If Sublessor breaches this Sublease, Sublessee may seek any relief provided by law. If Sublessee violates any of the material provisions of this Sublease, other than the covenant to pay rent or of any present rules and regulations, or any that may be hereafter prescribed by Sublessor, or materially violates any duties imposed on Sublessee by statute, Sublessor may terminate this Sublease 60 days after delivery of written notice by Sublessor specifying the noncompliance and indicating the intention of Sublessor to terminate the Sublease by reason thereof. If Sublessee fails to pay rent when due and the default continues for 30 days thereafter, Sublessor may, at Sublessor's option, declare the entire balance of rent payable hereunder to be immediately due and may exercise any rights and remedies available to Sublessor at law or in equity or may immediately terminate this Sublease.

SEVERABILITY. Should any provision of this Sublease or any part thereof be found illegal, invalid or otherwise unenforceable, all the remaining provisions not found as such, in so far as practicable, shall remain valid and fully to the maximum extent permitted by law.

BINDING EFFECT. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties. NOTICE. Any notice required or permitted under this Sublease or under Illinois state law shall be delivered to Sublessee at the Property address, and to Sublessor at the following address:

Girl Scouts of Greater Chicago and Northwest Indiana	Homewood Science Center

PARKING. The Sublessee may use the parking area for the building.

LIABILITY. At the end of the Term of this Sublease, the Sublessee shall deliver the Property and all that is included therein to the Sublessor in the condition it was delivered to the Sublessee, save for reasonable wear and tear. The Sublessee shall be liable for any damage to the Property beyond ordinary wear and tear.

ENTIRE AGREEMENT. This Sublease and the attached documents contain the complete and entire agreement between the Sublessor and Sublessee concerning the Property and the total building facilities. There are no oral agreements, understandings, promises, or representations between the Sublessor and Sublessee affecting this Sublease. All prior negotiations and understandings, if any, between the parties regarding the Property and the total building facilities shall be of no force or effect and shall not be used to interpret this Sublease. No provision or agreement modifying or pertaining to any issue, right or obligation mentioned shall be valid or effective without clear and explicit agreement of both the Sublessor and the Sublessee(s) in writing.

IN WITNESS WHEREOF, the Sublessor and Sublessee(s) have executed this Sublease in multiple originals as of the undersigned date(s).

Girl Scouts of Greater Chicago and Northwest Indiana

Homewood Science Center

By: _____

By: _____

LANDLORD'S CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE AGREEMENT hereinafter referred to as the "CONSENT" is made on _____, 2022, by the Village of Homewood.

This CONSENT is made in reference to the Lease Agreement dated November 14, 2017 between the Village of Homewood and the Homewood Science Center for the Property at 18022 Dixie Highway, Homewood, Illinois

The Village of Homewood consents to the sublease.

Village of Homewood

By: ______ Village President



Exhibit A – Diagram of Leased Space



Exhibit B - Additional Lease Terms

a. From August 2022 to May 31, 2023, once per month, the Sublessee will be granted access to the STEAM Studio (See Exhibit A) on a Monday through Friday between 4:00 p.m. and 6:00 p.m. for an after school program.

b. Sublessee will be granted access to the Michael Wexler Theater (See Exhibit A) on either a Saturday or Sunday for one monthly program including up to 40 Girl Scouts.

c. Once per week, Sublessee will schedule recruitment events and parent meetings from 5:00 p.m. to 8:30 p.m. in the STEAM Studio.

d. During February and March of 2023, The Sublessee will have access to the garage and garage storage areas for the Cookie Cupboard.

e. Use of the above facilities shall be coordinated with the Sublessor so it will not interfere with Sublessor's activities.

e. The Sublessee shall also have access to the parking lot, kitchen, and bathrooms, which is considered a shared space.